

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 21 day of November, 1969, between Royal Wood Estates Inc., hereinafter referred to as "Grantor", and the Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right of way to lay, maintain, operate, repair, relay and remove at any time, a pipeline for the transmission of water and all appurtenances thereto, including valve boxes and hydrants, together with the right of ingress and egress to and from the same, on, over and through lands described as follows:

PERMANENT EASEMENT

A strip of land connecting the two Cul-de-sacs on 128th Avenue between Atwood Avenue and Westwood Lane in Montclair of Westwood South a platted and recorded subdivision in a part of the West One-half ($W\frac{1}{2}$), of Section Thirty-one (31), Township Fifteen North (T15N), Range Twelve East (R12E) of the Sixth Principal Meridian (6 P.M.), Douglas County, Nebraska, and more particularly described as follows:

In Lot 29, Montclair of Westwood South, the South Thirty-five feet (35') of the East Ten feet (10') of Lot Twenty-nine (29), the North Forty-eight and Thirty-nine Hundredths feet (48.39') of the South Eighty-three and Thirty-nine Hundredths feet (83.39') of the East Five feet (5') of Lot Twenty-nine (29), and the North Twenty-five feet (25') of the East Ten feet (10') of Lot Twenty-nine (29),

In Lot 30, Montclair of Westwood South, the South Thirty-five feet (35') of the West Ten feet (10') of Lot Thirty (30), the North Forty-eight and Thirty-nine Hundredths feet (48.39') of the South Eighty-three and Thirty-nine Hundredths feet (83.39') of the West Five feet (5') of Lot Thirty (30), and the North Twenty-five feet (25') of the West Ten feet (10') of Lot Thirty (30),

In Lot 48, Montclair of Westwood South, the North Thirty-five feet (35') of the West Seven and One-half feet ($7\frac{1}{2}$ ') of Lot Forty-eight (48), the South Forty-two and Nine Hundredths feet (42.09') of the North Seventy-seven and Nine Hundredths feet (77.09') of the West Five feet (5') of Lot Forty-eight (48), and the South Twenty-five feet (25') of the West Seven and One-half feet ($7\frac{1}{2}$ ') of Lot Forty-eight (48),

In Lot 49, Montclair of Westwood South, the North Thirty-five feet (35') of the East Seven and One-half feet (7½') of Lot Forty-nine (49), the South Forty-one and Twenty-one Hundredths feet (41.21') of the North Seventy-six and Twenty-one Hundredths feet (76.21') of the East Five feet (5') of Lot Forty-nine (49), and the South Twenty-five feet (25') of the East Seven and One-half feet (7½') of Lot Forty-nine (49),

In Lot 93, Montclair of Westwood South, all of the Five foot (5') dedicated walkway between Lots Forty-eight (48) and Forty-nine (49), and a strip of land lying Ten feet (10') on either side of a line running from the Southeast corner of Lot Forty-nine (49) to the Northeast corner of Lot Twenty-nine (29). All of the above described property containing Twelve Hundredths acres (0.12¹) acres more or less, all as shown on the attached plat and made a part hereof.

TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor agrees that neither he nor his successors or assigns will at any time, erect, construct or place on or below the surface of said tract of land any building or structure, except pavement, and that they will not permit anyone else to do so.


2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so. Grantee shall likewise replace any sod damaged or removed during such excavation, but Grantee shall not be responsible *

3. Nothing herein contained shall be construed as a waiver of any rights of Grantor, or duties and powers of the Grantee respecting ownership, use, operations, extensions and connections to any water main constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantor has caused this agreement to be signed on the day and year first above written.

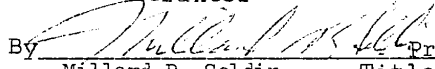
* for restoring or replacing any shrubs or trees located within the easement way.

Attest:

 Theodore M. Seldin, Secretary
(Corporate Seal)

ROYALWOOD ESTATES, INC.

Grantor

By  President
Millard R. Seldin, Title

STATE OF NEBRASKA)

) ss

COUNTY OF DOUGLAS)

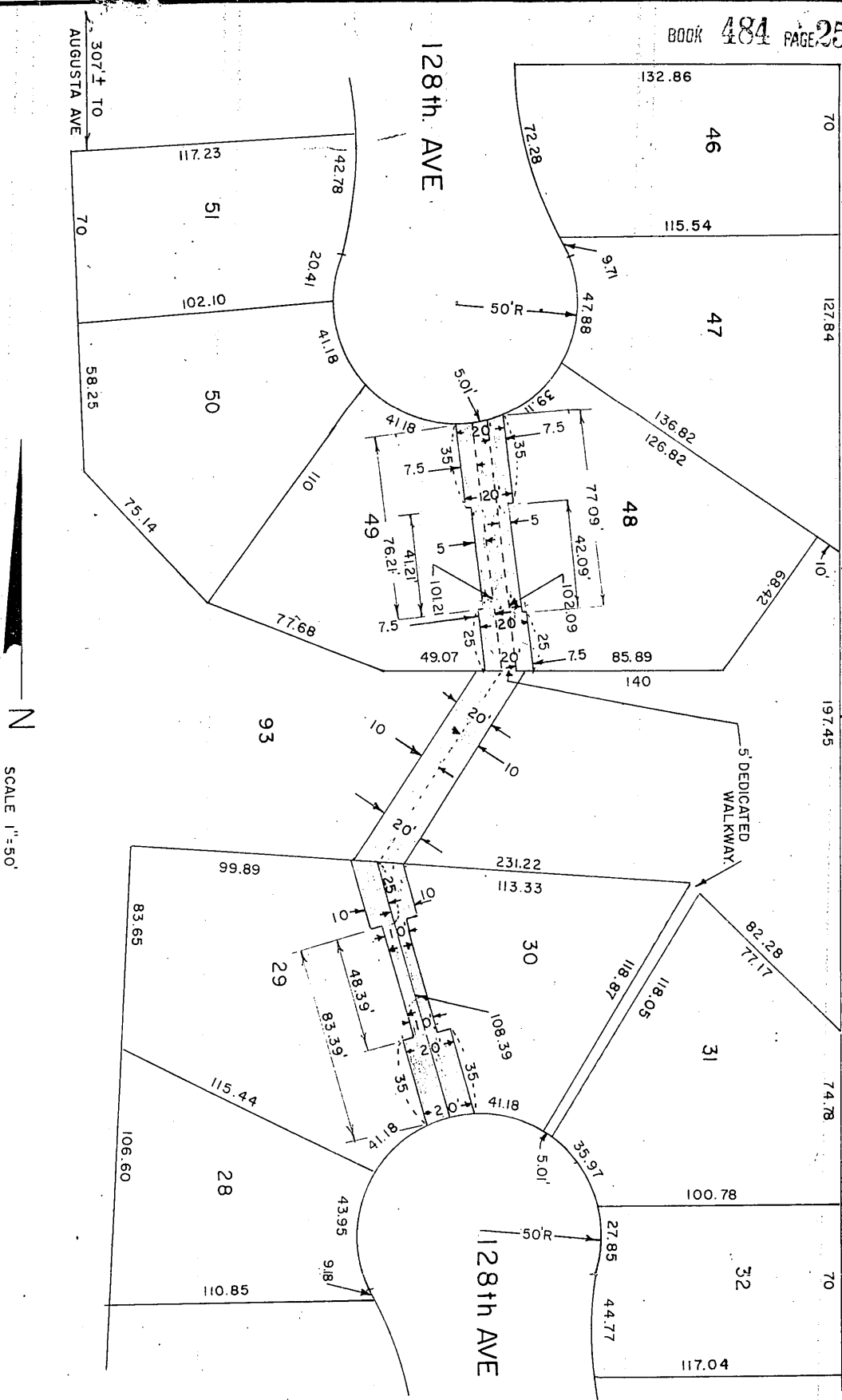
On this 21 day of November, 1969, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came MILLARD R. SELDIN, to me personally known to be the President of Royal Wood Estates Inc., whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year last above written.


Notary Public

My Commission expires the 18 day of April, 1972.

MONTCLAIR OF WESTWOOD SOUTH
PT. W/2 SECT. 31, T15N, R12E



DRAWN BY E.A.K. DATE 9-9-69
 CHECKED BY W.Y.P. DATE 9-11-69
 APPROVED BY PFR DATE 7-11-69
 REVISED BY DATE
 REV. CHK'D BY DATE

LEGEND
 TEMPORARY EASEMENT
 PERMANENT EASEMENT

LINEAL FEET
 AREA: PERMANENT
 TEMPORARY
 ACRE: PERMANENT 0.12 ±
 TEMPORARY

TRACT NO.
 LAND OWNER
 ROYAL WOOD ESTATES INC.

EASEMENT
 ACQUISITION
 FOR WCC 4170

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA

1
Moore
"D"

RECEIVED

1969 DEC 4 AM 9 25

O. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA

Douglas County

Entered in Municipal Index and filed
for record in the office of the Register of
Deeds of said County and recorded in

Book 484 of Moore

Page 251

Q. J. Moore

Deputy

LA-26-1

75-824 G.P.N.P.G.

Amount Paid *928* Fee *7.75*

75

940